

# AGREEMENT

This agreement is made on [date] between (1) [name and address of BO] (“the Building Owner”) and (2) [name and address of AO] (“the Adjoining Owner”)

It is hereby agreed between the parties that all works notifiable under the Party Wall etc. Act 1996 (“the Act”) which were carried out by or on behalf of the Building Owner prior to [date on which PWA notice(s) was/were served] shall be deemed and treated in all respects between the parties as if the same had been the subject of a valid notice or notices under the Act. In particular, for the avoidance of doubt and without prejudice to the generality of the foregoing agreement, it is agreed between the parties that (1) the provisions of section 10 of the Act shall apply to any actual or deemed dispute in respect of such works, and (2) the Adjoining Owner will be entitled in accordance with section 7(2) of the Act to compensation for any loss or damage caused thereby.

Signed.....

Building Owner

Dated.....

Signed.....

Adjoining Owner

Dated.....